

Doc. #5597
ADOPTED 9/1/93

LICENSE AGREEMENT

BY AND BETWEEN

BOSTON REDEVELOPMENT AUTHORITY

AND

THE GREEK ORTHODOX CHURCH, ST JOHN THE BAPTIST AND
THE BERKELEY TRUST

This agreement is made as of the ____ day of _____, 1993 by and between the Boston Redevelopment Authority, hereinafter called the Licensors, and The Greek Orthodox Church, St. John The Baptist Church and the Berkeley Trust called the Licensees.

A License to occupy the License Area, as shown in Exhibit A attached to this Agreement, is approved subject to the following terms and conditions:

1. The License Area is a portion of Parcel 32C bounded Harrison Avenue, Rollins and Waltham Streets contains approximately 9,218 square feet of vacant land, and shall be used exclusively as an off-street facility for the parking of motor vehicles.
2. The Licensees agree that they are not eligible for relocation benefits.
3. This License shall commence from the date hereof and shall continue in full force and effect from year to year for a period of two (2) years from the date of execution on until the development of Parcel 32C, the Licensors may terminate this License by giving thirty (30) calendar days' notice to terminate.
4. The License Fee shall be \$24,000 for a period of two (2) years. The License fee shall be payable in twelve (12) monthly payments of \$1,000 payable to the Licensors commencing with the execution of the Agreement. Upon the execution of this Agreement, the Licensees shall deposit with the Licensors a sum equal to one (1) month's installment of the License Fee to be retained by the Licensors until sixty (60) days after the termination of this Agreement in order to insure the satisfactory completion of all the terms and conditions of this Agreement. No interest shall be paid to the Licensors on said deposit. Any portion of the License Fee remaining unpaid for a period of thirty (30) days following its due date, the validity of which has not been contested in writing by the Licensee within said thirty (30) day period, may, without further authorization, be deducted from any funds that are due or maybe due the Licensee from the Licensors. Any monthly installment of the License Fee which has not been paid by the

Licensees within thirty (30) calendar days of the due date shall be subject to an interest charge of 1.5% per month on the outstanding balance.

5. The Licensees shall indemnify and save harmless the Licensor from all suits, actions, claims, demands, damages or losses, expenses, and cost of every kind and description to which the Licensor may be subjected to or put by reason of injury (including death) to persons or property resulting from in connection with, or growing out of any act of commission or omission of the Licensees, their agents, servants, employees, visitors, guests, contractors, subcontractors, or any and all other persons or corporations dealing with the Licensees in any way in the occupancy and use of the License Area. At the request of the Licensor, the Licensees shall initiate and complete all activities, including any legal proceedings, necessary to effect the resolution of any such suits, actions, claims, or demands, except as set forth herein.
6. The Licensees shall carry for the term of this License comprehensive public liability insurance insuring the Licensor and the Licensees against all claims and demands for personal injury and property damage with respect to the License Area, with One Million Dollars (\$1,000,000) per occurrence combined single limit, Two Million Dollars (\$2,000,000) aggregate. The Licensor shall be named as an additional insured in all policies for such insurance, and the Licensees shall furnish a certificate of such insurance to the Licensor prior to taking occupancy of the License Area.
7. The Licensees shall take possession of the License Area in "as-is" condition on the date of this License Agreement. The Licensees shall not commit or suffer waste or impairment of the License Area property.
8. The Licensee agrees to maintain the License Area in a clean, safe and orderly manner. No accumulation of litter, trash, debris or other disposable material will be permitted on the premises.
9. The Licensees covenant that they will not occupy or use the License Area, nor allow it to be occupied nor used for any purposes other than those for which it is customarily used, nor in any way to occupy or use the property, nor allow it to be occupied nor used in other than a proper or fitting manner, nor in a manner contrary to any law of the Commonwealth or to any ordinance or by-law of the City of Boston.
10. The Licensee agrees to assume all maintenance expenses including sewer and water charges and Licensees will have complete responsibilities for compliance with all municipal codes and ordinances. During the term of this License Agreement, the Licensees shall pay directly to the proper

persons or authorities when due all charges with respect to the License Area, whether called charges, taxes, assessments, fees, or otherwise, for utility services, water and sewer use, taxes, betterment assessments, and other charges, in order that the License Fee hereunder shall be absolutely net to the Licensor

11. The Licensee shall be solely responsible for all maintenance, security, and other services required to keep the License Area in good, safe, and attractive condition and repair. All fixtures, effects, equipment, and property of any kind of the Licensees, and of all persons claiming through or under the License, shall be at the sole risk of the Licensees.
12. The Licensee agrees to comply with the Special Conditions outlined on the attached sheet entitled "Special conditions", and further agree to comply with any other reasonable rules and regulations as the Licensor shall establish from time to time upon notice to the Licensees.
13. Failure to pay the License Fee or failure to comply with the general and special conditions will terminate this agreement forthwith and the Licensees agree to surrender the premises peacefully, and further agree not to oppose or contest eviction proceedings when notified to vacate or when notified that the Agreement has been terminated.
14. This License may not be assigned, transferred, mortgaged or encumbered in any way without the specific written permission of the Licensor.
15. No fixtures shall be installed in, and no improvements or alterations shall be made to the License Area without the Licensor's written permission. Upon the termination of this License Agreement by expiration of the term or otherwise, the Licensees shall remove from the License Area all of their equipment, supplies, furnishings, and other personal property, and shall, if directed by the Licensor, also remove all fixtures and fixed improvements installed by the Licensee and shall repair any damage caused thereby. Property not so removed shall, at the Licensor's option, become the property of the Licensor. The Licensees shall leave the License Area in at least as good condition as received at the beginning of the License term.
16. The Licensor and the Berkeley Trust agree that notwithstanding anything to the contrary contained herein, The Greek Orthodox Church, St. John The Baptist shall have no financial or other obligations hereunder to either of the Licensor or the Berkeley Trust. Without limiting the forgoing, this shall mean that the Berkeley Trust, and not the The Greek Orthodox Church, St. John The Baptist, shall be obligated to the Licensor to make payments of the License Fee, to maintain the License Area, to pay all charges associated therewithin, to

carry insurance, to indemnify the Licensor. etc.

In witness whereof the parties hereto have placed their hands and seals below as of the date first above written.

BOSTON REDEVELOPMENT AUTHORITY

By: Paul L. Barrett, Director

By: _____

By: _____

APPROVED AS TO FORM:

Chief General Counsel
Boston Redevelopment Authority

SPECIAL CONDITIONS

1. Licensee will pay all charges for taxes, water, sewer, gas, electricity, telephone, permits, fees and insurance connected in conjunction with their occupancy of the License Area.
2. The Licensee shall be responsible for all maintenance expenses, including extermination, cleaning to the gutters of the street and for the removal of any weeds and growth, trash, debris, or junk from the License Area and be responsible for removal of snow and ice from the sidewalks, and maintain it in a safe and clean condition at all times.
3. Licensee shall be responsible for any of their contractor(s) workmen, employees or agents working on or in the License Area for conformance with this License Agreement and for compliance for any laws, codes, rules, regulations or ordinances of any federal, state, or municipal board, agency, or commission and shall be responsible for obtaining all permits or licenses at their expenses.
4. The Licensee will have complete responsibilities for compliance with all federal, state and municipal codes and ordinances.
5. The Licensee will neither make any change in, nor erect nor place any building structure or sign (except no trespassing signs) upon the License Area unless the consent of the Licensor thereto has first been obtained in writing. Licensee acknowledges any site improvements of the License Area shall be subject to landscape and design suggestion and review by Licensor's design staff.
6. No stock piling of spoil, refuse, trash or landfill materials will be permitted or allowed on the License Area.
7. The Licensee must provide and maintain proper insurance coverage in the amount specified in Paragraph #6 of the License Agreement, with the Boston Redevelopment Authority named as additional insured over the term of the License for use of the License Area.
8. Licensee shall not park vehicles on public right-of-ways adjacent to the License Area.
9. Licensee will permit the Licensor or its duly authorized agent to enter upon the License Area at any time, either to view or inspect the same, or to remove, without being held responsible therefore, any building, structure, sign or any material not approved by the Licensor.
10. Licensee will permit the Licensor or its future developer to enter upon the License Area at any reasonable time to inspect the License Area, take site measurements, perform test borings or similar subsurface explorations without

disruptions. The Licensee shall use best efforts to coordinate its activities and the activities of any sublicense with other persons who are authorized by the Licensor to utilize the License Area.

11. Licensee acknowledges this is a temporary License and their occupancy is only for a limited interim use.
12. The Licensee assumes all liability, personal and private for any and all motor vehicles in the License Area.
13. Nothing within this License shall prevent the Licensor from reserving their right to enter into Licenses for special events of limited duration, upon written notification by the Director to the Licensee.
14. The Licensee shall at all times maintain and operate the parking facilities in accordance with the Boston Zoning Code, and rules and regulations of the City of Boston Traffic and Parking Department and, if applicable, the City of Boston Air Pollution Control Commission, and in a manner fully satisfactory to the Licensor, and promptly and completely comply with whatever rules and directions the Licensor, in the exercise of its discretion shall issue.
15. The Licensee at any one time shall not park within the License Area more than 30 vehicles or that number of vehicles set forth in a plan for additional improvements to the License Area approved by the Licensor.
16. Licensee shall install and maintain at its costs all necessary lighting and shall be responsible for usage and lighting.
17. Licensee shall assume all cost of security of the License Area. Licensee agrees that when License Area is not in operation all gates or entrances must be properly secured. Under no condition shall overnight parking be permitted.
18. Licensee shall maintain in operation, continuously from dusk to dawn, and such other times as may be deemed necessary by the Licensor, the lighting on the parking lot within the License Area.
19. Licensee shall install and maintain at its expense all gates and fencing necessary during the term of the Agreement and Licensee will restore at its expense any fences to a satisfactory condition as determined by the Licensor.
20. Within the terms of this License Agreement, it is expressly stated that it is the intention of the Licensor to, at some future time, publicly solicit proposals for the long-term use of the License Area. This License carries with it no right or favor towards the future re-use of the parcel.
21. The Licensee shall take adequate precautions to protect all existing walks, roads, streets, utilities, pipes, curbs, pavements, fencing, hydrants, signs, trees and plantings on or off the premises and shall repair and replace or otherwise make

good as directed by the Licensor, any damage so caused. All streets and sidewalks shall be kept free of all debris and equipment to provide safety and minimum inconveniences to the public.

22. It is understood that the Licensee by use of a sign shall inform anyone using the License Area that they do so at their own risk and that the Licensor will not be held liable for any damage or injury incurred to any person(s) and/or vehicle(s).
23. The Licensee shall assist and provide backup during any emergency call for medical, fire, evacuation, or crowd control management; and maintain safe and effective evacuation procedures in the event of an emergency. In addition, Licensee shall respond to reported crimes, accidents, injuries and any emergency situation and stand ready to effect an emergency evacuation according to specific orders of City officials when appropriate.
24. Licensee shall immediately notify the Boston Police and Boston Fire Departments of any emergency requiring their service. The Licensee is expected to transmit all information accurately to both the Boston Fire Department and the Boston Police Department and to arrange a suitable meeting place in expediting their entrance to the License Area.
25. The Licensee shall not commence to perform any work at the License Area unless the Licensee has in full force and effect all required insurance, and until all insurance certificates have been filed with the Licensor evidencing the specific insurance coverage required. The Licensee shall not permit any subcontractor, supplier or other person or organization to perform work unless the worker's compensation insurance requirements have been complied with by that subcontractor, supplier, other persons or organization.

All insurance policies provided to the Licensor in accordance with the foregoing provisions of these insurance requirements shall be in the form and written by companies satisfactory to the Licensor.

As evidence of specified insurance coverage, the Licensee shall provide certificates of insurance itemizing the specific policies issued, the limits of coverage afforded, and the endorsements provided, all in accordance with the requirements of the forms prescribed in the License Agreement, or as required by the Licensor prior to the execution of the License Agreement or any extension.

All the policies of insurance so required of the Licensee shall be endorsed to include as additional insureds: The Boston Redevelopment Authority as Licensor, Authority's consultants, and each of their directors, officers, employees, representatives, or agents. The insurance afforded to these additional insureds shall be primary insurance. If the additional insureds have other insurance which might be applicable to any loss, the amount of insurance provided under the Licensee's policies of insurance shall not be reduced or prorated by the existence of other insurance.

Without limitation of any other provisions of this License Agreement, if (a) the Licensee's agreement herein to insure or to name as additional insured the Authority or any other specified additional insured with respect to contractual liability assumed by the Licensee under the terms of this License Agreement or otherwise, or (b) any contract of insurance between the Licensee or any Sub-Licensee and its insurance company shall to any extent be or be determined to be void or unenforceable, it is the intention of the parties that such circumstances shall not otherwise affect the validity or enforceability of the Licensee's agreements and obligations under this License Agreement nor the validity or enforceability of such contract of insurance, each of which shall be enforced to the fullest extent permitted by law.

26. Use of the License Area for parking shall be restricted to motor vehicles, which means, automobiles, station wagons and motorcycles. Parking of large trucks or other commercial vehicles shall not be allowed.

Parcel 32C, consisting of about 25,364 square feet of land, is bounded by Washington Street, Waltham Street, Tudor Street and Madison Avenue in the South End Urban Renewal Area, Project No. 1441. The proposed License Area is a portion of Parcel 32C which consists of about 9,214 square feet of vacant land. It is bounded by Harrison Avenue, Rollins and Waltham Streets.

The Greek Orthodox Church, St. John The Baptist and The Cemetery Trust have requested the use of a portion of Parcel 32C for a period of two (2) years for an interim parking facility. The site has been improved by The Cemetery Trust for 20 parking spaces.

On November 1, 1992, The Greek Orthodox Church, St. John The Baptist and The Cemetery Trust entered into a License Agreement with the Boston Redevelopment Authority for the use of a portion of Parcel 32C for an interim parking facility for a period of two (2) years. In accordance with the License Agreement, the license fee was \$14,850 for a period of two (2) years or \$74.25 per month, less \$2,000 for capital improvements to the License Area. The License Area was used exclusively as an off-street parking facility for the parking of motor vehicles of visitors and members of 500 Harrison Avenue and for members of the Greek Orthodox Church, St. John The Baptist located at 10 Union Park Street.

On June 10, 1993, the BRA voted to terminate the License Agreement dated November 1, 1992 between The Greek Orthodox Church, St. John The Baptist and The Cemetery Trust for the use of the License Area. Pursuant to the License Agreement, the BRA has

MEMORANDUM

SEPTEMBER 1, 1993

TO: BOSTON REDEVELOPMENT AUTHORITY AND
PAUL L. BARRETT, DIRECTOR

FROM: THOMAS O'MALLEY, ASSISTANT DIRECTOR FOR
NEIGHBORHOOD HOUSING AND DEVELOPMENT
MARIA FARIA, DEPUTY DIRECTOR

SUBJECT: SOUTH END URBAN RENEWAL AREA, PROJECT NO. MASS. R-56:
PORTION OF PARCEL 32C

SUMMARY: This memorandum requests that the Director be authorized to execute a License Agreement with The Greek Orthodox Church, St. John The Baptist and with the Berkeley Trust for the use of a portion of Parcel 32C for an interim parking facility for a period of two (2) years. The license fee shall be \$1,000 per month.

Parcel 32C, consisting of about 95,354 square feet of land, is bounded by Washington Street, Waltham Street, Rollins Street and Harrison Avenue in the South End Urban Renewal Area, Project No. Mass. R-56. The proposed License Area is a portion of Parcel 32C which consists of about 9,218 square feet of vacant land. It is bounded by Harrison Avenue, Rollins and Waltham Streets.

The Greek Orthodox Church, St. John The Baptist and The Berkeley Trust have requested the use of a portion of Parcel 32C for a period of two (2) years for an interim parking facility. The site has been improved by The Berkeley Trust for 28 parking spaces.

On November 1, 1992, The Greek Orthodox Church, St. John The Baptist and The Berkeley Trust entered into a License Agreement with the Boston Redevelopment Authority for the use of a portion of Parcel 32C for an interim parking facility for a period of two (2) years. In accordance with the License Agreement, the license fee was \$16,200 for a period of two (2) years or \$675.00 per month, less \$2,025 for capital improvements to the License Area. The License Area was used exclusively as an off-street parking facility for the parking of motor vehicles of visitors and leasees of 560 Harrison Avenue and for members of the Greek Orthodox Church, St. John The Baptist located at 15 Union Park Street.

On June 10, 1993, the BRA voted to terminate the License Agreement dated November 1, 1992 between The Greek Orthodox Church, St. John The Baptist and The Berkeley Trust for the use of the License Area. Pursuant to the License Agreement, the BRA has

the right to terminate the License Agreement giving a thirty (30) day notice to the Licensees to vacate the License Area. The Greek Orthodox Church, St John The Baptist and the Berkeley Trust are now requesting that the BRA allow them to use the site for a period of two (2) year for the parking of motor vehicles of visitors and leasees of 560 Harrison Avenue and for members of The Greek Orothodox Church, St. John The Baptist.

In addition, the Mario Nicosia, Trustee of The Berkeley Trust, has met with the BRA staff and has agreed to pay the BRA \$5,000 for past use of Parcel SE-100 located at 1305-1311 Washington Street. Parcel SE-100 consists of approximately 5,696 square feet of vacant land and has been used for parking by the tenants of the adjacent Nicosia-owned parcel at 1283 Washington Street, formerly occupied by Hub Motors. Since there is no longer need to use the BRA Parcel SE-100, the site has been vacated and Mario Nicosia has agreed to pay the BRA the \$5,000 for past use of the site prior to the execution of the License Agreement for the portion of Parcel 32C.

It is, therefore, recommended that Director be authorized to execute and deliver a License Agreement with the Greek Orthodox Church, St John The Baptist and the Berkeley Trust for a period of two (2) years for the use of a portion of Parcel 32C, consisting of 9,218 square feet of vacant land for off-street parking.

An appropriate vote follows:

VOTED: That the Director be authorized to execute and deliver a License Agreement to The Greek Orthodox Church, St. John The Baptist and the Berkeley Trust for the use of a portion Parcel 32C, consisting of approximately 9,218 square feet of vacant land, for off-street parking at a fee of \$1,000 per month for a period of two (2) years. The License Area is bounded by Harrison Avenue, Rollins and Waltham Streets. Said License shall obtain the express provision that the Licensee agrees to assume all maintenance expenses including cleaning of litter, trash, debris or other disposable material on the premises. Said License shall provide that the Licensees shall obtain liability insurance naming the BRA as additional insured in all policies, in accordance with the BRA's usual form. Said License is to obtain contain the expressed provision that no obligation on the part of the BRA, direct or indirect, is to be construed beyond the temporary License. Said License is to include such terms and conditions as the Director deems proper and in the best interest of the BRA and, furthermore, the Director is authorized to execute any other necessary and appropriate documents as determined by the Director in connection with the license of a portion of Parcel 32C in the South End Urban Renewal Area. Prior to the execution of the License Agreement with the BRA, The Berkeley Trust will pay to the BRA a total of \$5,000 for the past use of Parcel SE-100 consisting of approximately 5,696 square feet located 1305-1311 Washington Street

GREEK ORTHODOX ARCHDIOCESE OF NORTH AND SOUTH AMERICA

*"Saint John the Baptist"*

HELLENIC ORTHODOX CHURCH

15 UNION PARK STREET • BOSTON, MASSACHUSETTS 02118

(617) 536-5692

Rev. Sotirios Kalavritinos
Pastor

September 1, 1993

Mr. Clarence J. Jones
Director
Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201

Dear Mr. Jones,

I am writing you in my capacity of President of the Parish Council for the St. John the Baptist Hellenic Orthodox Church located in the South End to request that you continue the lease that enables our parishioners to use the parking facility at Parcel 32C on the corner of Waltham Street and Harrison Avenue. This facility provides a safe and secured area for our parishioners to park when they attend church services and other church activities while at the same time freeing up on-street parking spaces for the residents of this congested area of the city.

Since our initial agreement was signed last December, we have experienced a mutually beneficial relationship with our co-lessee Mr. Nicosia at the Berkeley Trust. I am certain that if the use of this parking facility is withdrawn, our parishioners, many of whom live in other neighborhoods of the Boston, would be greatly disappointed.

I hope that you and the members of your Authority will find a way to enable the parishioners of St John's Church to continue the use of this parking facility.

Sincerely,

Arthur J. Collias
President, Parish Council

cc: Mr. Thomas M. Menino, Acting Mayor

